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9 Attorneys for Plaintiff and Counter-Defendant
10 PSI SOLUTIONS INTERNATIONAL, INC.

11 UNITED STATES DISTRICT COURT
12
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 PRODUCT SOLUTIONS
15 INTERNATIONAL, INC., a
16 California corporation;

17 Plaintiff;

18 v.

19 IGO CONSOLIDATED
20 CORPORATION SDN BHG, a
21 Malaysian corporation; FORMOSA
22 PROSONIC EQUIPMENT, SDN
23 BHG; a Malaysian corporation; and
24 DOES 1- 20, inclusive;

25 Defendants.

26
27 AND RELATED COUNTERCLAIMS

CASE NO.: CV 09-07425 R (CTx)

PROTECTIVE ORDER.

28 GOOD CAUSE APPEARING

IT IS HEREBY ORDERED THAT:

1 1. This stipulated Protective Order shall govern the designation and
2 handling of confidential documents and information produced in discovery in this
3 lawsuit by any person or entity.

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5 2. Any party producing or disclosing information in this action may
6 designate such information as "CONFIDENTIAL" or "CONFIDENTIAL --
7 ATTORNEYS' EYES ONLY" by designating them in the manner set forth in
8 paragraph 4 below. The designation of information as "CONFIDENTIAL" shall be
9 limited to information which the disclosing party in good faith believes contains
10 trade secret or other confidential research, confidential development or confidential
11 commercial information. The designation of information as "CONFIDENTIAL --
12 ATTORNEYS' EYES ONLY" shall be limited to extremely sensitive trade secret
13 or other confidential research, development or commercial information that the
14 disclosing party in good faith believes will result in competitive disadvantage if
15 disclosed to any third party or any another party to this action. Information
16 designated as "CONFIDENTIAL" or "CONFIDENTIAL-- ATTORNEYS' EYES
17 ONLY" may only be used and disclosed as set forth in paragraphs 5 thru 10 below.
18 However, the parties reserve their rights to challenge any such designations in
19 accordance with the provisions of this order.

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21 3. Material that has not been preserved, acquired, or maintained in a
22 manner reasonably calculated to preserve its confidentiality may not be designated
23 as "CONFIDENTIAL" and no information obtained from a third party that is not
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1 itself marked as "CONFIDENTIAL" may be so designated, unless the documents
2 were produced by the third party in confidence and within the parameters of a
3 confidential document as described above.
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5 4. A producing party may designate documents or things which contain
6 confidential information by marking each page or item so designated
7 "CONFIDENTIAL" or "CONFIDENTIAL--ATTORNEYS' EYES ONLY" in a
8 size and location which makes the designation readily apparent, provided the
9 designation should be affixed in a manner which does not affect the legibility of the
10 document. With respect to documents produced for inspection, the designation may
11 be affixed either prior to inspection or added when actually copied for production or
12 exchange.
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15 5. Information disclosed at (a) the deposition of a party or one of its
16 present or former officers, directors, employees, agents or independent experts
17 retained by counsel for the purpose of this litigation, or (b) the deposition of a third
18 party (which information pertains to a party) may be designated as
19 "CONFIDENTIAL" or "CONFIDENTIAL--ATTORNEYS' EYES ONLY" by
20 indicating on the record at the deposition that the testimony is confidential and
21 subject to the provisions of this Protective Order. Information disclosed at such
22 deposition may also be designated as "CONFIDENTIAL" or "CONFIDENTIAL--
23 ATTORNEYS' EYES ONLY" by notifying all of the parties in writing within
24 fifteen (15) days of receipt of the transcript, of the specific pages and lines of the
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1 transcript which should be treated as "CONFIDENTIAL" or "CONFIDENTIAL--
2 ATTORNEYS' EYES ONLY" thereafter. Each party shall attach a copy of such
3 written notice or notices to the face of the transcript and each copy thereof in his
4 possession, custody or control. All deposition transcripts shall be treated as
5 "CONFIDENTIAL" or "CONFIDENTIAL-- ATTORNEYS' EYES ONLY" for a
6 period of fifteen (15) days after the receipt of the transcript. To the extent possible,
7 the court reporter shall segregate into separate transcripts information designated as
8 "CONFIDENTIAL" or "CONFIDENTIAL--ATTORNEYS' EYES ONLY" with
9 blank, consecutively numbered pages being provided in a non-designated main
10 transcript. The separate transcript containing "CONFIDENTIAL" or
11 "CONFIDENTIAL--ATTORNEYS' EYES ONLY" information shall have page
12 numbers that correspond to the blank pages in the main transcript.

13 6. All material designated "CONFIDENTIAL" shall be treated as
14 confidential and shall be controlled, secured and segregated in a manner that
15 precludes access by any person not entitled to access under this Protective Order.
16 "CONFIDENTIAL" material may be given, shown, made available to, or
17 communicated only to:

18 (a) The Court and Court personnel including stenographic reporters
19 engaged in such proceedings as are necessarily incident to preparation for trial;
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1 (b) Attorneys of record for the parties in this litigation and employees
2 of such attorneys to whom it is necessary that the material be shown for purposes of
3 this litigation, provided such attorneys are bound by this Protective Order;
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5 (c) The named parties in this litigation (except if there is a
6 “CONFIDENTIAL- ATTORNEYS’ EYES ONLY” designation), provided their
7 attorneys and named parties are bound (in writing) by this Protective Order;
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9 (d) Actual or potential independent experts or consultants retained for
10 purposes of this litigation only and who have signed an Agreement in the form of
11 Exhibit A attached hereto. Counsel for the party who disclosed the
12 “CONFIDENTIAL” information shall retain all original signed agreements
13 obtained from any person pursuant to this paragraph, shall have the duty to
14 reasonably ensure that such person observes the terms of this Protective Order.
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17 7. Counsel for the parties shall obtain the parties signature on Exhibit A
18 and provide the same to counsel for all other parties as a condition precedent for
19 counsel receiving the “CONFIDENTIAL” information.
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21 8. All “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEYS’
22 EYES ONLY” information produced or exchanged in the course of this litigation
23 shall be used solely for the purpose of preparation and trial of this litigation and for
24 no other purpose whatsoever, and shall not be disclosed to any person except in
25 accordance with the terms hereof. Documents unintentionally produced without
26 designation as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES
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1 ONLY” may be retroactively designated in the same manner and shall be treated
2 appropriately from the date written notice of the designation is provided to the
3 receiving party.
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5 9. Nothing herein shall prevent disclosure beyond the terms of this
6 Protective Order if each party designating the information as “CONFIDENTIAL”
7 or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” consents to such disclosure
8 or, if the Court, after notice to all affected parties, orders such disclosures. Nothing
9 herein shall prevent any counsel of record from utilizing “CONFIDENTIAL” or
10 “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” information in the preparation,
11 examination or cross-examination of any person who is indicated on the document
12 as being an author, source or recipient of the “CONFIDENTIAL” or
13 “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” information, irrespective of
14 which party produced such information. Nor shall anything herein prevent any
15 counsel of record from utilizing “CONFIDENTIAL” “CONFIDENTIAL--
16 ATTORNEYS’ EYES ONLY” or information in the examination or cross-
17 examination of any current or former officers, directors, employees, agents or
18 independent experts or consultants of the party producing the information.
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24 10. A party shall not be obligated to challenge the propriety of a
25 designation as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES
26 ONLY” at the time made, and a failure to do so shall not preclude a subsequent
27 challenge thereto. In the event that any party to this litigation disagrees at any stage
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1 of these proceedings with the designation by the designating party of any
2 information as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES
3 ONLY,” the parties shall first try to resolve such dispute in good faith on an
4 informal basis, such as agreeing to the production of redacted copies. If the dispute
5 cannot be resolved, the objecting party may invoke this Protective Order by
6 objecting in writing to the party who has designated the document or information as
7 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY”
8 specifically identifying the document(s) at issue. The designating party shall be
9 required to move the Court for an order preserving the designated status of such
10 information within fourteen (14) days of receipt of the written objection (absent
11 stipulation extending such time period), and failure to do so shall constitute a
12 termination of the restricted status of such item. The Court may award monetary
13 sanctions against a party and/or attorney who acted without substantial justification
14 in connection with any such motion or the events leading up to the filing of such
15 motion.
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21 11. The burden of proving that the information has been properly
22 designated as “CONFIDENTIAL” or “CONFIDENTIAL-- ATTORNEYS’ EYES
23 ONLY” is on the party making the designation.
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25 12. Parties submitting information which has been designated
26 “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” to the
27 Court shall endeavor in good faith to restrict their Court filings or other
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1 submissions to “CONFIDENTIAL” information that is reasonably necessary for the
2 Court to consider in connection with the issue or matter for which the information
3 is submitted.
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5 13. Regardless of which party designated the information as
6 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” the
7 party filing the “CONFIDENTIAL” information shall comply with the Federal
8 Rules of Civil Procedure and local rules of this Court. In moving for an order
9 sealing materials or portions thereof, a party will seek the sealing of only those
10 documents, pages, or if reasonably practicable, those portions of documents or
11 pages, which contain the information requiring confidentiality.
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14 14. If the party who wishes to use information designated as
15 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” in any
16 affidavits, briefs, memoranda of law, or other papers filed in Court in this litigation
17 is the party who designated the information as “CONFIDENTIAL” or
18 “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” such party shall comply with
19 Federal Rules of Civil Procedure and local rules of this Court.
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22 15. If the party who wishes to use information designated as
23 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” in any
24 affidavits, briefs, memoranda of law, or other papers filed in Court in this litigation
25 is not the party who designated the information as “CONFIDENTIAL” or
26 “CONFIDENTIAL--ATTORNEYS’ EYES ONLY,” counsel for such party shall
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1 submit a declaration to all other counsel in this action stating:(a) that the party
2 intending to file the “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’
3 EYES ONLY” information is not the party who designated the information: (b)
4 with sufficient particularity the description of the document(s) intended to be filed.
5 The party who designated the information ‘CONFIDENTIAL’ or
6 “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” shall have 7 days from receipt
7 of this declaration to file an application to seal the record pursuant to the Federal
8 Rules of Civil Procedure and local rules of this Court.
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11 16. Within one-hundred twenty (120) days after conclusion of this
12 litigation and any appeal thereof, any “CONFIDENTIAL” or “CONFIDENTIAL--
13 ATTORNEYS’ EYES ONLY” document and all reproductions of such documents
14 produced by a party, in the possession of any of the persons described in
15 Paragraphs 6(b)-(d) shall, at the option of the producing party, either (1) be returned
16 to the producing party, except as this Court may otherwise order or to the extent
17 such information was used as evidence at the trial or (2) be destroyed, with
18 certification of the destruction thereof. The cost of returning any documents shall
19 be incurred by the producing party. Notwithstanding the above provisions, outside
20 counsel for the party receiving documents may retain one set of deposition and trial
21 transcripts, marked exhibits, responses to interrogatories, document requests and
22 requests for admission, and papers filed with the Court for archival purposes
23 subject to the continuing obligations of this Protective Order.
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1 17. This Protective Order shall not bar any attorney herein in the course
2 of rendering advice to his client with respect to this litigation from conveying to
3 any party client his evaluation in a general way of "CONFIDENTIAL" information
4 produced or exchanged herein; provided, however that in rendering such advice and
5 otherwise communicating with his client.
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8 18. With respect to discovery material produced by a party as to which
9 the party inadvertently failed at the time of production to assert a claim of attorney-
10 client privilege or work product immunity, such production shall not be a waiver of
11 any party's privilege or immunity claim. Assertion of the privilege or claim of
12 immunity shall be made in writing within 10 days of the producing party learning
13 of the inadvertent disclosure. Upon request of the producing party, a party
14 receiving such discovery material shall return it and all copies thereof forthwith to
15 the producing party provided that the cost, if any, for returning such discovery
16 material shall be borne by the producing party. The non-producing party may, by
17 motion, after conferring with opposing counsel in an effort in good faith to resolve
18 by agreement any dispute regarding the producing party's subsequent assertion of
19 attorney-client privilege or work product immunity, contest the producing party's
20 claims of privilege or work product. Any such motion may be made within thirty
21 (30) days of the producing party's written assertion of privilege or immunity. The
22 determination of those claims will be made by the Court based on an *in camera*
23 inspection of the discovery materials in question and without regard to the fact that
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1 such discovery material has been produced. Nothing in this Protective Order
2 precludes a party from petitioning the Court for the return of later-discovered,
3 inadvertently produced attorney-client privileged or work product immunity
4 documents.
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6 19. If any party receives a subpoena or document request from a third
7 party which purports to require the production of materials in that party's
8 possession which have previously been designated as "CONFIDENTIAL" or
9 "CONFIDENTIAL -- ATTORNEYS' EYES ONLY" by any other party to this
10 action, the party receiving such subpoena or document request shall immediately:
11
12 (a) notify the party who designated the materials as "CONFIDENTIAL" or
13 "CONFIDENTIAL -- ATTORNEYS' EYES ONLY" of the receipt of said
14 subpoena or document request, and (b) shall not oppose any effort by the party
15 which designated the material as "CONFIDENTIAL" or "CONFIDENTIAL--
16 ATTORNEYS' EYES ONLY" to quash the subpoena or obtain a protective order
17 limiting discovery of such material
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21 20. The parties may, by stipulation, provide for exceptions to this
22 Protective Order and any party may seek an order of this Court modifying this
23 Protective Order.
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25 21. This Protective Order shall be binding upon the parties upon their
26 signature hereto and by signing hereto each party agrees to comply with the terms
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1 of this Protective Order and to be bound thereby regardless of whether or when it is
2 approved by the Court.

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4 22. The parties and all signatories to Exhibit A will remain bound by this
5 Protective Order and the Court shall retain jurisdiction to enforce this Protective
6 Order even after the termination of this litigation proceedings.

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8 23. All time periods in this Protective Order shall be calculated in
9 accordance with Federal Rules of Civil Procedure and local rules of this Court.

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11 Dated: March 29, 2010
12 _____



13 _____
14 Hon. Manuel L. Real
15 Judge of the United States District Court
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EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

PRODUCT SOLUTIONS
INTERNATIONAL, INC., a
California corporation;

Plaintiff;

v.

IGO CONSOLIDATED
CORPORATION SDN BHG, a
Malaysian corporation; FORMOSA
PROSONIC EQUIPMENT, SDN
BHG; a Malaysian corporation; and
DOES 1- 20, inclusive;

Defendants.

AND RELATED COUNTERCLAIMS

CASE NO.: CV 09-07425 R (CTx)

CERTIFICATE FOR STIPULATED
PROTECTIVE ORDER REGARDING
CONFIDENTIAL INFORMATION

I, the undersigned, hereby acknowledge that: I have received and read a

1 copy of the Protective Order Regarding Confidential Information (“Order”) entered
2 on _____ in filed in the United States District Court for the Central District of
3 California; I understand the provisions in the Order prohibiting the disclosure,
4 exploitation, or use of “CONFIDENTIAL” information or other discovery or
5 deposition testimony for any purpose or in any manner not connected with the
6 prosecution or defense of that case; I agree to be bound by all provisions of the
7 Order; I submit to the jurisdiction of the United States District Court for the Central
8 District of California; and I understand that sanctions may be imposed by the Court,
9 including an order of contempt, if I fail to abide by and comply with all the terms,
10 conditions and restrictions imposed by the Order.
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14 I declare under the penalty of perjury, under the laws of the State of
15 California, that the foregoing is true and correct. Executed this ____ day of
16 _____, 2010, at _____.
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20 _____
21 [Name Typed]
22 [Address Typed]
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